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JUDGE SIDNEY H. STEIN
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JOAN DURKIN
4100 WINDERMERE COURT
COLLEYVILLE, TEXAS 76034

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DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 4/7/16

March 28, 2016

CMRRR

Clerk of Court
Daniel Patrick Moynihan United States Courthouse
500 Pearl St.
New York, NY 10007-1312

Re: 07-CV-9227

To Whom It May Concern:

I am resending my objection (enclosed). I originally mailed it February 29th but it is still not showing up online so I am resending it. Please file immediately.

Yours,

Joan Durkin

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHRISTINE RODRIGUEZ, SANDRA BURGA, KAREN MALAK, JAMES TORTORA, LISA BRUNO, JANEEN CAMERON, KAREN McBRIDE, ANDREW WOOLF, and BRAD BERKOWITZ, individually, and for all others similarly situated,

Plaintiffs,

-against-

IT'S JUST LUNCH INTERNATIONAL, IT'S JUST LUNCH, INC., HARRY and SALLY, INC, RIVERSIDE COMPANY, LOREN SCHLACHET, IJL NEW YORK CITY FRANCHISE, IJL ORANGE COUNTY FRANCHISE, IJL CHICAGO FRANCHISE, IJL PALM BEACH FRANCHISE, IJL DENVER FRANCHISE, IJL AUSTIN FRANCHISE, IJL LOS ANGELES-CENTURY CITY FRANCHISE, and DOES 1-136,

Defendants.

Index No.: 07-CV-9227 (SHS)(SN)

OBJECTION

Movant objects to the settlement and in support thereof would show the following.

The public policy basis for class actions includes that the defendant will cease objectionable conduct. The Dallas franchisee that I dealt with in 2013 I was not materially dissatisfied with. However in January of 2016 (before the cut off date) the Defendant in your class action, under their latest corporate reincarnation engaged in the exact objectionable language alleged in your suit. They make promises to screen applicants but screening is limited to *did the payment clear* and *do they have a pulse*. They failed to give the consumer the required 3 day notice of right to rescission as required in Texas. They told the consumer that there is a payment plan then charged my card for the full payment. They failed to disclose that they were not even located in this state anymore and that they did not have authority to do business in this state. Yet they refuse to honor the cancellation/rescission and they refuse to provide a refund.

In any event, the Plaintiffs are out money and have been subjected to bogus matchmaking services, so subjecting them to yet another bogus match is mind boggling. Rather this settlement is a marketing boon for the Defendant who gets to use the "free date" as a segue to market to these former clients. Meanwhile the

Plaintiffs who are out $1000-$2500 each get no money but the attorneys get $10,000 per Plaintiff! That is outrageous.

The Plaintiff's should get their money back on at least a pro rata basis and the legal fees should be reduced accordingly. The Defendant should not be given carte blanche to use their former wrongdoing as an opening to market to former clients. This does not seem to be in the best interest of the Plaintiffs. Moreover there is nothing that outlines what changes the Defendant is to make regarding their marketing (they should agree to three day rescission even if not required by state law); screening questions (such as asking about number of prior marriages, kids, ages, criminal background, past bankruptcy, etc.); verification process (such as background checks, credit checks) and staff qualifications to be a matchmaker. Without specific measurable changes this is nothing more than a windfall for Plaintiffs counsel.

I will not be present at the fairness hearing individually or by separate counsel on either my 2013 or 2016 claims.

Respectfully Submitted,

Joan Durkin
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PRO SE

CERTIFICATE OF SERVICE

Mailed this 2/26/16 to:

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